

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2020-163-T - ORDER NO. 2020-724
OCTOBER 30, 2020

IN RE: Application of Palmetto Interstate Movers) ORDER GRANTING
LLC for a Class E (Household Goods)) CLASS E (HOUSEHOLD
Certificate of Public Convenience and) GOODS) CERTIFICATE
Necessity for Operation of Motor Vehicle)
Carrier

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Palmetto Interstate Movers LLC (“Applicant” or “PIM”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on October 21, 2020.

The parties at the hearing included the Applicant, represented by Charles L.A. Terreni, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Jenny Pittman, Esquire. The Applicant presented the testimony of Dominique Carter, its President.

PIM called its President, Dominique Carter as a witness. Mr. Carter is the sole member and organizer of the Applicant.

Mr. Carter is a 2011 graduate of Benedict College. He has been employed as a District Manager for Waffle House since 2013, a job in which he supervises 3 stores, their managers, and about 90 associates. He was previously the Assistant Director of Upward

Bound, a pre-college program that helps students from disadvantaged programs prepare for college.

Mr. Carter testified that he believes South Carolina's rapid population growth will provide an opportunity for his household goods moving business. Mr. Carter plans to reach customers by advertising in newspapers, social media outlets, and by word of mouth.

Mr. Carter also testified that there are no complaints or judgments against him or PIM; he has adequate equipment and facilities to provide moving services and has adequate financial resources. PIM will obtain appropriate insurance, as evidenced by the quotes introduced at the hearing. Applicant certified that it is familiar with and will comply with all applicable statutes and regulations. Mr. Carter testified PIM has purchased a truck and will hire workers after appropriate background checks. Mr. Carter plans to grow the business gradually over the next five years.

Applicant will use the tariff and bill of lading approved in this application and attached to this Order collectively as Order Appendix A.

On September 4, 2020, Applicant moved to present shipper witness testimony by affidavit. The Commission granted this request by Order No. 2020-93-H. Applicant offered the shipper witness affidavit testimony of James Haynes. Mr. Haynes, a real estate agent with six (6) years of experience in South Carolina testified South Carolina's housing market is strong. Mr. Haynes stated that he is frequently asked to recommend movers of household goods, and it can be difficult to find qualified movers who are dependable and experienced.

ORS did not present testimony, but submitted a letter to the Commission on October 20, 2020, stating that "ORS is of the opinion that the Applicant will meet the

requirements of fit, willing and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133 (2012).”

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and S.C. Code Ann. Regs. 103-133. Furthermore, we find, based on the circumstances presented by the Application that the public convenience and necessity will be served with the issuance of a Certificate of Public Convenience and Necessity for Class E mover with statewide authority. Therefore, the Application of Palmetto Interstate Movers LLC should be granted.

IT IS THEREFORE ORDERED:

The Application of Palmetto Interstate Movers LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.

1. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.

2. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (2015), as amended, and by S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission’s Rules and Regulations for Motor Carriers, as amended, and S.C. Code Ann. Regs. 38-400 through 38-503 of the Department of Public Safety’s Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

3. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (2015), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (2012), a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

4. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

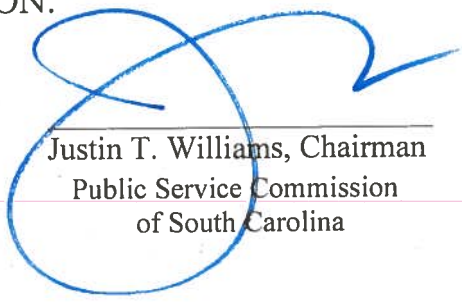
5. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

6. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

7. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:




Justin T. Williams, Chairman
Public Service Commission
of South Carolina

Docket 2020-163-T

LATE FILED EXHIBIT 5

Revised Bill of Lading and Tariff

Commercial/Household Goods Bill of Lading
Palmetto Interstate Movers, LLC
524 Abberly Village Cir
West Columbia, South Carolina 29169
Phone: 803-760-2652
PSC#

Order Appendix A
Page 2

Customer _____
Address _____
City _____ State _____ ZIP _____
Phone _____

Customer _____
Address _____
City _____ State _____ Zip _____
Phone _____

ALL MOVES WILL REQUIRED A DEPOSIT AND CHARGES ARE TO BE PAID IN CASH, MONEY ORDER, CERTIFIED CHECK OR CREDIT CARD, NO PERSONAL CHECKS WILL BE ACCEPTED.

MOVING RATE: _____
TRUCK(S) _____
CREW@\$ _____ PER HOUR
FLAT TRAVEL FEE\$ _____

TIME RECORD
START _____ DRIVER _____ CUS _____
AM _____ PM _____
FINISH _____ DRIVER _____ CUS _____
AM _____ PM _____

TOTAL HOURS _____ BILLED HOURS _____

*DRIVER AND CUSTOMER INITIALS:

IMPORTANT - MUST SIGN BEFORE SERVICES START
The customer hereby orders PALMETTO INTERSTATE MOVERS, LLC ("PIM") to furnish transportation and services described below and agreed by the customer. THIS SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER & TARIFF. ALL TERMS PRINTED OR STAMPED HEREON. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ _____. THE CARRIER'S LIABILITY FOR LOSS AND DAMAGE WILL BE \$0.60 PER LB. PER ARTICLE UNLESS A GREATER AMOUNT IS SPECIFIED BY THE SHIPPER. Unless billing arrangements are made in writing with PIM the customer agrees to pay charges upon delivery.

X _____ DATE _____

WALK THROUGH ACKNOWLEDGEMENTS

PICK UP WALK-THROUGH: I (THE)CUSTOMER HAVE INSPECTED MY LOCATION AND HAVE VERIFIED EVERYTHING I REQUESTED (BOXES, FURNITURE) HAVE BEEN PLACE ON THE TRUCK TO BE DELIVERY AT THE DESTINATION / OR INTERNAL MOVING WAS COMPLETED AS REQUESTED BY CUSTOMER.

X _____ DATE _____

DELIVERY WALK-THROUGH: I (THE) CUSTOMER HAVE VERIFIED THE TRUCK IN WHICH ALL ITEMS HAS BEEN TRANSPORTED TO MY DESTINATION. I ALSO HAVE VERIFIED THAT PALMETTO INTERSTATE MOVERS WILL NOT BE RESPONSIBLE FOR ANY ITMES SHOULD BE LEFT ON THE TRUCK WITHOUT YOU INSPECTING THE TRUCK. I ALSO ACKNOWLEDGE THAT ALL SERVICES HAS BEEN COMPLETED AND ALL ARTICLES WERE DELIVERED IN GOOD CONDITION. I AUTHORIZED PAYMENT FOR ALL SERVICES WITH PAYMENT BELOW.

X _____ DATE _____

SUMMARY OF CHARGES

MOVING _____ HOURS@ _____ PER HOUR FLAT TRAVEL FEE: _____

ADDITIONAL MATERIALS AT THE CUSTOMER REQUEST FOR A FEE

SMALL BOX	@ \$	EACH	\$ TOTAL
MEDIUM BOX	@ \$	EACH	\$ TOTAL
LARGE BOX	@ \$	EACH	\$ TOTAL
DISH BOX	@ \$	EACH	\$ TOTAL
TV BOX	@ \$	EACH	\$ TOTAL
BLANKETS	@ \$	EACH	\$ TOTAL

Bulky Article	Bulky Article	\$ TOTAL
Bulky Article	Bulky Article	\$ TOTAL

\$ GRAND TOTAL
\$ DEPOSIT PAID
\$ BALANCE DUE

CASH _____ CERTIFIED CHECK _____ CREDIT CARD _____ MONEY ORDER _____

Sec.1. (a) The carrier or party in possession of any of the property herein described ("the Property") shall be liable as at common law for any loss thereof or damage thereto, except as provided herein and in the terms of the carrier's tariff.

(b) No carrier or party in possession of all or any of the Property shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature, or defect, of the Property. Except in case of negligence of the carrier or party in possession no carrier or party in possession of all or any of the Property shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such Property or any part of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.

(c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the Property shall not be liable for delay caused by highway obstruction, faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.

(d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the Property.

(e) In case of quarantine, the Property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authorities and in such case, carrier's responsibility shall cease when the Property is so discharged, or Property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to Property shall be borne by the owners at the Property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may have to pay, by reason of the introduction of the Property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2. (a) No carrier is bound to transport said Property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value lower than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the Property when the loss, damage, injury or delay occurred within 7 days after delivery of the Property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon under the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.

(c) Any carrier or party liable because of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of said Property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

Sec. 3. Unless such service is required as the result of carrier's negligence, all Property shall be subject to necessary cooperation, packing and repacking at owner's cost.

Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the Property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the Property for delivery at destination, or at the time tendered for delivery of the Property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse, or place of business of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. If the consignee cannot be found at the address given for delivery, then in that event, notice of placing such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such Property has been placed, subject to this paragraph.

(b) Where nonperishable Property transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or the consignee or party entitled to receive it fails to receive it or claim within 15 days after notice of arrival of the Property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the Property has been refused or remains unclaimed and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the Property, the name of the party to whom consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after the notice that the Property was refused or remains unclaimed was mailed, sent, or given.

(c) Where perishable Property transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration, or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification to the consignor or owner of the refusal of the Property or the failure to receive it and request for disposition of the Property, such notification shall be given, in such manner as the exercise of due diligence requires before the Property is sold.

(d) Where the procedure provided for in the two paragraphs last preceding is impossible, it is agreed that nothing in said paragraphs shall be construed to abridge the right of the carrier to exercise its option to sell the Property under such circumstances and in such manner as authorized by law.

(e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense; and should there be a balance, shall be paid to the owner of the Property sold.

(f) Where the carrier is directed to load Property from (or render any services at) a place or places at which the consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(g) Where the carrier is directed to unload or deliver Property (or render any services) at the place or places at which the consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on the Property; but, except in those instances where it lawfully may do so, no carrier shall deliver or relinquish possession at destination of the Property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said Property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of the Property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the Property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in the Property, and, (b) before delivery of the Property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of the Property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at time of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.

Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

Palmetto Interstate Movers, LLC

Household Goods Tariff

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**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

Palmetto Interstate Movers, LLC

Household Goods Tariff

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Palmetto Interstate Movers, LLC

Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Palmetto Interstate Movers, LLC. These services are furnished between points and places throughout the state of South Carolina.

Palmetto Interstate Movers, LLC

Household Goods Tariff

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time between the two destinations. The clock starts at the appropriate hourly rate when the movers reach the customer location and includes when the last piece is taken off the truck at the destinations. Flat travel fee that covers drive time from our office to customer pickup location, and then back to our office from customer destination. The fee includes fuel and labor, so there are no other fees.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$110.00
Three Men and a Truck	\$140.00
Four Men and a Truck	\$170.00
Each Additional Man	\$30.00 per man/per hour

<u>Travel, Trucks and Storage</u>	<u>Flat Fees</u>
Flat Travel Fee (100 miles or less Round Trip)	\$140.00
Flat Travel Fee (101 Miles or more Round Trip)	\$190.00
Each Additional Truck(s)	\$140.00
Over Night Storage Fee per Truck	\$250.00

1.2 Office Hours / Minimum Hourly Charges:

Palmetto Interstate Movers will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 9:00am – 3:00pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday-Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 72 hours of their move,

Palmetto Interstate Movers, LLC

Household Goods Tariff

Palmetto Interstate Movers will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$150
- Pool Tables- \$275
- Gun cabinet - \$100
- Steel Gun Cabinet (in excess of 400 lbs.) - \$180.00
- Riding Lawnmowers- \$150
- Freezers - \$140
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150

2.2 Elevator or Stair Carry

Palmetto Interstate Movers does not charge an additional fee for elevator or stair carry.

Excessive Distance or Long Carry Charges

2.3

Palmetto Interstate Movers does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Palmetto Interstate Movers does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Palmetto Interstate Movers does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials, including sales tax on the materials.

Palmetto Interstate Movers, LLC

Household Goods Tariff

Packing Supplies Charges (Sales Tax Included)

• Small Box	\$3.00
• Medium Box	\$4.00
• Large Box	\$5.00
• Dish Pack	\$10.00
• Wardrobe Box w/bar	\$12.00
• Tape (roll)	\$2.00
• Packing Paper	\$21.00
• Flat Panel TV Kit	\$35.00
• Blanket	\$10.00

2.5.2 Palmetto Interstate Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Palmetto Interstate Movers reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Palmetto Interstate Movers will not move pianos.

2.7 Televisions

Palmetto Interstate Movers LLC will not transport TVs unless they are in a box. TVs will not be covered in the liability of the move unless customer allows Palmetto Interstate Movers to perform packing of TVs and verify their functionality before and after being transported. Customer can purchase a TV Box from Palmetto Interstate Movers before the day of service.

2.8 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.9 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Palmetto Interstate Movers.

Palmetto Interstate Movers, LLC

Household Goods Tariff

SECTION 3

3.0 Rules and Regulations

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 7 days of the move. Palmetto Interstate Movers must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Palmetto Interstate Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Palmetto Interstate Movers immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 7 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.4** Released Value Protection Insurance. Palmetto Interstate Movers offers the limitation of liability standard of \$0.60 per lb. per article damaged as mandated by State and Federal Law. This means that the released value protection option, the most that can be claimed is \$0.60 per pound per article. For example: If you have a laptop that weighs 12 lbs., the claim amount would be \$7.20.

3.2 Computing Charges

Palmetto Interstate Movers rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Palmetto Interstate Movers rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Palmetto Interstate Movers does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue

Palmetto Interstate Movers, LLC

Household Goods Tariff

stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Palmetto Interstate Movers will not accept responsibility for safe delivery of such articles if they come into possession with Palmetto Interstate Movers or without Palmetto Interstate Movers knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Palmetto Interstate Movers Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Palmetto Interstate Movers shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 Promotions

Palmetto Interstate Movers shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing, and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. (senior citizen with proper ID showing age 65 and older) Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2. plus actual travel time between the two destinations. The clock starts at the appropriate hourly rate when the movers reach the customer location and ends after the last piece is taken off the truck at the destinations. Travel, Truck and Storage fees are the same as listed in Section 1.1.

:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$100.00
Three Men and a Truck	\$130.00
Four Men and a Truck	\$160.00
Each Additional Man	\$25.00 per man/per hour

Palmetto Interstate Movers, LLC

Household Goods Tariff

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Palmetto Interstate Movers, LLC. These services are furnished between points and places throughout the state of South Carolina.

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SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time between the two destinations. The clock starts at the appropriate hourly rate when the movers reach the customer location and includes when the last piece is taken off the truck at the destinations. Flat travel fee that covers drive time from our office to customer pickup location, and then back to our office from customer destination. The fee includes fuel and labor, so there are no other fees.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$110.00
Three Men and a Truck	\$140.00
Four Men and a Truck	\$170.00
Each Additional Man	\$30.00 per man/per hour

<u>Travel, Trucks and Storage</u>	<u>Flat Fees</u>
Flat Travel Fee (100 miles or less Round Trip)	\$140.00
Flat Travel Fee (101 Miles or more Round Trip)	\$190.00
Each Additional Truck(s)	\$140.00
Over Night Storage Fee per Truck	\$250.00

1.2 Office Hours / Minimum Hourly Charges:

Palmetto Interstate Movers will operate Monday – Friday, 8:00 am – 6:00 pm and Saturday and Sunday from 9:00am – 3:00pm.

Monday-Friday	Two-Hour Minimum Charge
Saturday-Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 72 hours of their move,

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Palmetto Interstate Movers will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

SECTION 2

2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$150
- Pool Tables- \$275
- Gun cabinet - \$100
- Steel Gun Cabinet (in excess of 400 lbs.) - \$180.00
- Riding Lawnmowers- \$150
- Freezers - \$140
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150

2.2 Elevator or Stair Carry

Palmetto Interstate Movers does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

Palmetto Interstate Movers does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

Palmetto Interstate Movers does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 Packing and Unpacking

2.5.1 Palmetto Interstate Movers does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials, including sales tax on the materials.

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Packing Supplies Charges (Sales Tax Included)

• Small Box	\$3.00
• Medium Box	\$4.00
• Large Box	\$5.00
• Dish Pack	\$10.00
• Wardrobe Box w/bar	\$12.00
• Tape (roll)	\$2.00
• Packing Paper	\$21.00
• Flat Panel TV Kit	\$35.00
• Blanket	\$10.00

2.5.2 Palmetto Interstate Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Palmetto Interstate Movers reserves the right to decline any moves consisting of extremely large or fragile items.

2.6 Piano Charges

Palmetto Interstate Movers will not move pianos.

2.7 Televisions

Palmetto Interstate Movers LLC will not transport TVs unless they are in a box. TVs will not be covered in the liability of the move unless customer allows Palmetto Interstate Movers to perform packing of TVs and verify their functionality before and after being transported. Customer can purchase a TV Box from Palmetto Interstate Movers before the day of service.

2.8 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.9 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Palmetto Interstate Movers.

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SECTION 3

3.0 Rules and Regulations

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 48 hours of the move. Palmetto Interstate Movers must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Palmetto Interstate Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Palmetto Interstate Movers immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 48 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.4** Released Value Protection Insurance. Palmetto Interstate Movers offers the limitation of liability standard of \$0.60 per lb. per article damaged as mandated by State and Federal Law. This means that the released value protection option, the most that can be claimed is \$0.60 per pound per article. For example: If you have a laptop that weighs 12 lbs., the claim amount would be \$7.20.

3.2 Computing Charges

Palmetto Interstate Movers rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

3.3 Governing Publications

Palmetto Interstate Movers rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

Palmetto Interstate Movers does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue

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stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Palmetto Interstate Movers will not accept responsibility for safe delivery of such articles if they come into possession with Palmetto Interstate Movers or without Palmetto Interstate Movers knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Palmetto Interstate Movers Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

Palmetto Interstate Movers shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 Promotions

Palmetto Interstate Movers shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing, and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. (senior citizen with proper ID showing age 65 and older) Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2. plus actual travel time between the two destinations. The clock starts at the appropriate hourly rate when the movers reach the customer location and ends after the last piece is taken off the truck at the destinations. Travel, Truck and Storage fees are the same as listed in Section 1.1.

:

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Men and a Truck	\$100.00
Three Men and a Truck	\$130.00
Four Men and a Truck	\$160.00
Each Additional Man	\$25.00 per man/per hour

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2020-163-T
CERTIFICATE OF SERVICE

I, CARL E. BELL, hereby certify that I have, on this 22nd day of October 2020, served the **LATE FILED EXHIBIT 5 – Revised Bill of Lading and Tariff for Palmetto Interstate Movers, LLC**, upon the parties listed below by Electronic Mail:

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Columbia, South Carolina
October 22, 2020